MOTION FILED

APR 25 1996

(2)

No. 95-1566

Supreme Court, U.S.
FILED
APR 25 1996
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1995

CRANE VESSEL TITAN 5, *in rem*, and its claimant, FAR EASTERN MARINE EXPLORATION DRILLING COMPANY,

Petitioners,

v.

OIL SERVICES AND TRADING, INC., *et al.*,

Respondents.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

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MOTION FOR LEAVE TO FILE BRIEF AND BRIEF OF *AMICUS CURIAE* CHERNOMORNEFTEGAZ IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

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29 pp

Applicant, Chernomorneftegaz, moves the Court for permission to file an *amicus curiae* brief in support of the Petition for Writ of Certiorari filed by the Crane Vessel TITAN 5 and its Claimant, Far Eastern Marine Exploration Drilling Company (collectively "Petitioners"). Petitioners have given consent to Chernomorneftegaz to file an *amicus* brief. Although requested, some Respondents have declined to consent to the filing of the attached brief.[1] Accordingly, leave to file must be sought pursuant to Rule 37.2 of the Court.

NATURE OF APPLICANT'S INTEREST

Chernomorneftegaz is and has been an instrumentality of the sovereign state of Ukraine since 1991. Prior to 1991, Ukraine was a republic in the Union of Soviet Socialists Republics. State Production Enterprises Chernomorneftegaz is under the direction of Derzkomnaftogazprom which is the Governmental Committee on Oil, Gas and Industry of the Ukraine. Appendix p. 1a.

Chernomorneftegaz is the owner of the Crane Barge TITAN 2, a 19,813 ton vessel which, since April 24, 1995, has been under seizure in the case entitled *S.H.R.M. Catering Services, Inc. v. TITAN 2*, now pending in the United States District Court for the Southern District of Texas, Brownsville Division. Appendix p. 2a and 4a. On May 25, 1995,

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[1]Counsel for Oil Services and Trading, Inc.; Tri-Gas, Inc.; Ocean Marine Contractors, Inc.; L&L Oil Company, Inc.; Versabar, Inc.; Seabulk Offshore, Inc. and Bridon Elm, Inc. have objected to the filing of an *amicus* Brief by Chernomorneftegaz. Counsel for Continental Machine Company, Inc., Brown & Root, Inc.; Entron, Ltd. and Entron Offshore (A.P.) PTE, Ltd. have no objection to the filing of the brief. No response has been received from counsel from Double Eagle Marine, Inc.; Inland Marine Service, Inc. and Geomatic B.V. Engineering and Consultancy.

Chernomorneftegaz, claimant to the TITAN 2, filed a Motion to Dismiss the complaint of S.H.R.M. Catering Service, Inc. and to dissolve the arrest and attachment of the TITAN 2. No ruling has yet been made with respect to this Motion to Dismiss.

While there are some differences between the TITAN 5 case and the TITAN 2 case, there are fundamental similarities in the two cases, the most significant being that both vessels are owned by foreign sovereigns which are governed by the Foreign Sovereign Immunities Act, 28 U.S.C. §1602 *et seq*, (hereinafter "FSIA"), both have been under seizure for many months and many of the same lien claimants have commenced *in rem* actions by arresting the TITAN 5 and the TITAN 2 in violation of the FSIA. In addition, the TITAN 5 and the TITAN 2 were both chartered by Glenmore Heavy Lifting, Ltd. and similarly both terminated the charter party due to non-payment of charter hire. Appendix p. 2a.

As reported by the noted recognized shipping reference, the government of the Ukraine also owns a controlling interest of Black Sea Shipping Company, a shipping line which owns and operates 275 vessels[2], many of which may call at ports in the United States, including ports in the United States Gulf, within the Fifth Circuit. The Fifth Circuit's ruling puts these vessels under constant risk of seizure, in violation of the FSIA's protections, whenever they call in the United States.

This case concerns the interpretation of the Foreign Sovereign Immunities Act. 28 U.S.C. §§1602-1611 (hereinafter "FSIA").

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[2]World Shipowning Groups, Lloyds of London Press, Ltd. (Ed. 1995) pp. vii-viii. Appendix p. 11a-12a.

REASONS FOR REQUESTING LEAVE TO FILE THIS BRIEF AS *AMICUS CURIAE*

Chernomorneftegaz is seeking to file an *amicus* brief because the decision of the Court below seriously misconstrues the intent, purpose and meaning of §1605 of the FSIA and disregards the terms and provisions of §1609-1610 of the FSIA. As a party with another foreign government owned vessel now under seizure, and because its controlling shareholder, the Government of the Ukraine, owns a majority and controlling interest in at least one other company owning and operating Ukrainian flagged vessels which may call at ports in the United States, Chernomorneftegaz requests the opportunity to make its views on the Foreign Sovereign Immunities Act known to the Court.

Respectfully submitted,

Jack G. Carinhas, Jr.
Counsel of Record
302 Kings Hwy., Suite 109
Brownsville, TX 78521

Attorney for Chernomorneftegaz, Applicant for Leave to File Brief *Amicus Curiae*

/105881

QUESTION OF LAW PRESENTED

Does the Foreign Sovereign Immunities Act, 28 U.S.C. §§1602-1611 (hereinafter "FSIA") permit a maritime lien claimant to arrest in advance of judgment and bring an *in rem* action against a vessel owned by a foreign state?

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1 Benedict, Admiralty §130, p. 8-60 (7th Ed. (rev.) .. 7

The parties to these proceedings may be found in the original Petition for Writ of Certiorari filed by Far Eastern Marine Exploration Drilling Company.

Chernomorneftegaz, a Ukrainian government owned agency and/or instrumentality and owner of the Crane Vessel TITAN 2, respectfully submits this brief as *amicus curiae* in support of the Petition for Certiorari by the Crane Vessel TITAN 5 and its claimant, Far Eastern Marine Exploration Drilling Company ("Petitioners").

INTEREST OF *AMICUS CURIAE*

Chernomorneftegaz is and has been an instrumentality of the sovereign state of Ukraine since 1991. Prior to 1991, Ukraine was a republic in the Union of Soviet Socialists Republics. State production Enterprises Chernomorneftegaz is under the direction of Derzkomnaftogazprom which is the Governmental Committee on Oil, Gas and Industry of the Ukraine. Appendix p. 1a.

Chernomorneftegaz is the owner of the Crane Barge TITAN 2, a 19,813 ton vessel which, since April 24, 1995, has been under seizure in the case entitled *S.H.R.M. Catering Services, Inc. v. TITAN 2*, now pending in the United States District Court for the Southern District of Texas, Brownsville Division. Appendix p. 2a and 4a. On May 25, 1995, Chernomorneftegaz, claimant to the TITAN 2, filed a Motion to Dismiss the complaint of S.H.R.M. Catering Service, Inc. and to dissolve the arrest and attachment of the TITAN 2. No ruling has yet been made with respect to this Motion to Dismiss.

While there are some differences between the TITAN 5 case and the TITAN 2 case, there are fundamental similarities in the two cases, the most significant being that both vessels are owned by foreign sovereigns governed by the Foreign Sovereign Immunities Act, 28 U.S.C. §1602 *et seq*, (hereinafter

"FSIA"), both have been under seizure for many months and many of the same lien claimants have commenced *in rem* actions by arresting the TITAN 5 and the TITAN 2 in violation of the FSIA. In addition, the TITAN 5 and the TITAN 2 were both chartered by Glenmore Heavy Lifting, Ltd. and similarly both terminated the charter party due to non-payment of charter hire. Appendix p. 2a.

As reported by the noted recognized shipping reference, the government of the Ukraine also owns a controlling interest of Black Sea Shipping Company, a shipping line which owns and operates 275 vessels[3], many of which may call at ports in the United States, including ports in the United States Gulf, within the Fifth Circuit. The Fifth Circuit's ruling puts these vessels under constant risk of seizure, in violation of the FSIA's protections, whenever they call in the United States.

This case concerns the interpretation of the Foreign Sovereign Immunities Act. 28 U.S.C. §§1602-1611 (hereinafter "FSIA").

SUMMARY OF REASONS FOR GRANTING THE WRIT

The TITAN 2, a vessel owned by a "foreign state" as that term is defined in the Foreign Sovereign Immunity Act ("FSIA"), 28 U.S.C. §1602 et seq., is under seizure in case No. B-95-61 in the United States District Court for the Southern District of Texas ("The TITAN 2 case").

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[3] Excerpt from World Shipowning Groups, Lloyds Shipowning Groups, 1995 Lloyds of London Press, Ltd. pp. vii-viii. Appendix p. 11a-12a.

Attorneys for the lien claimants in that case have called to the attention of the court the decisions of the district court and of the Fifth Circuit in the TITAN 5 case. While Chernomorneftegaz contends that there are differences in the two cases which make the decision in the TITAN 5 case inapplicable to the TITAN 2 case, if the Fifth Circuit decision, which it is submitted is fraught with error, is permitted to stand uncorrected, it may have a substantial adverse effect on Chernomorneftegaz.[4]

Of even more importance is the enormously prejudicial effect of the TITAN 5 decision on other vessels owned and operated by other corporations owned and controlled by the Government of the Ukraine.[5] The adverse impact of this decision upon the Ukraine will be significant. It is respectfully submitted that this Court should act now to correct the error of the Fifth Circuit.

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[4]Chernomorneftegaz contends that they were not involved in commercial activity as that term is used in §1605(b) because there is no connection or nexis between its transaction in chartering the TITAN 2 and Glenmore Heavy Lifting, Ltd.'s activities in operating in the Gulf of Mexico. *Stena Rederi AB v. Comision de Contractors del Comite*, 923 F.2d 380 (5th Cir. 1991) and *United States v. Moats*, 961 F.2d 1198 (5th Cir. 1992).

[5]Another Ukrainian shipping company owns and operates a large number of vessels, many of which may call at U.S. ports. Other foreign sovereigns also own and operate large shipping companies, whose ships may call on U.S. ports. For example Sovcomflot (82 ships); Novorossiysk Shipping (139 ships); Far Eastern Shipping (251 ships); China Ocean Shipping (725 ships); Government of India (461 ships); Polish Steamship (107 ships). World Shipowning Groups, Lloyds of London Press, Ltd. (Ed. 1995), pp. vii-viii. Appendix p. 11a.

REASONS FOR GRANTING THE WRIT

I. THE DECISIONS OF THE COURTS BELOW ARE IN ERROR

A. THE DECISIONS BELOW MISINTERPRET THE PLAIN LANGUAGE OF THE FOREIGN SOVEREIGN IMMUNITIES ACT.

In holding that the FSIA permits *in rem* actions against vessels owned by foreign sovereigns, the Fifth Circuit has disregarded the plain language of Section 1609 of the Act. The section provides

> Subject to existing international agreements to which the United States is a party at the time of enactment of this Act, the property in the United States of a foreign state shall be immune from attachment arrest and execution except as provided in Section 1610 and 1611 of this Chapter.

28 U.S.C. §1609. Section 1610 provides for arrest of a vessel in only two instances:

1) in connection with the foreclosure of a preferred ship mortgage.

2) if the foreign state has explicitly waived immunity from attachment prior to judgment and the purpose of the attachment is to secure satisfaction of the judgment.

The relevant portions of 28 U.S.C. §1610 are:

(d) The property of a foreign state (as defined in §1603(a) of this chapter used for a commercial activity in the United States shall not be immune from attachment prior to the entry of judgment in any action brought in a court in the United States or of a State or prior to the elapse of the period of time provided in Subsection (c) of this section if--

(1) the foreign state has explicitly waived its immunity from attachment prior to judgment, notwithstanding any withdrawal of the waiver the foreign state may purport to effect except in accordance with the terms of the waiver, and

(2) the purpose of the attachment is to secure satisfaction of a judgment that has been or may ultimately be entered against the foreign state, and not to obtain jurisdiction.

(e) The vessels of foreign states shall not be immune from arrest *in rem*, interlocutory sale, and execution and actions brought to foreclose a preferred mortgage as provided in §1605(d).

Neither of these exceptions is applicable to this case. There is no suggestion in either the TITAN 5 case or the TITAN 2 case that the purpose of the attachment was to secure satisfaction of the judgment to be rendered, nor that the foreign sovereign involved has explicitly waived its immunity. The case does not involve a ship mortgage, preferred or otherwise. Thus, the plain language of the FSIA prohibits arrest of the TITAN 5 in this case.

In holding that §1605(b) of the FSIA permits actions *in rem*, the court below indicated that the specific provisions of §1605(b) took precedence over the general provisions of §§1609 and 1610. Section 1605(b) simply states that a claim may be brought against the owner if the vessel is involved in commercial activity in the United States; it does not grant any right to arrest a vessel, or to seize other property of a foreign state. On the other hand, §1609 explicitly forbids arrest of property owned by a foreign sovereign which would, of course, include a vessel. Simply put, §1605(b) provides a specific exception to the general rule of *foreign state* immunity set forth in §1604, while §1610 provides specific exceptions to the general rule of immunity from arrest or seizure of the *property* of a foreign state set forth in §1609. At issue here is the *property* of a foreign state (the TITAN 5). Since the exceptions of §1610 are inapplicable, §1609 controls to bar the prejudgment arrest of the TITAN 5.

It is submitted that the court below has misconstrued the clear meaning of §1605(b). That section provides only that a *foreign state* shall not be immune from the jurisdiction of the Courts of the United States in any case in which a suit in admiralty is brought to enforce a maritime lien on a vessel or cargo of the foreign state. The section does not state that a vessel owned by the foreign state loses its immunity. The section contemplates only an *in personam* action against a foreign state.

What is contemplated and permitted by Section 1605(b), assuming all its requirements are met, is that an *in personam* cause of action to recover for the amount of a maritime lien may be asserted against the foreign state owner in lieu of the action against the vessel. While the action itself is an *in personam* action against the foreign state, not an *in rem*

action, the case proceeds under the principles of law of an *in rem* case. In other words, the case is a form of substitute *in rem* case.[6]

B. THE DECISIONS BELOW IGNORE THE REPORTED CASE LAW

While this Court is, of course, not bound by decisions of the circuit courts or the district courts, there have been until now, no decisions of this Court dealing with the FSIA. In this circumstance, it is submitted that the decisions of the district courts and circuit courts, while not binding, should be given due consideration by this Court.

As noted in the Petition for Certiorari, all of the cases on this question, except one, have correctly held that the FSIA does not permit *in rem* suits and prejudgment arrests of foreign state-owned vessels in connection therewith. Petition p. 13-14. The current leading treatise on maritime law states, "The FSIA precludes process *in rem* and admiralty attachment." 2 Schoenbaum, *Admiralty and Maritime Law*, at 469 (2d Ed. 1994). See also 1 Benedict, Admiralty §130, p. 8-60 (7th Ed. (rev.)), Yiannopoulos, *Foreign Sovereign Immunity and the Arrest of State-owned Ships: The Need for an Admiralty Foreign Sovereign Immunity Act*, 57 Tul.L.Rev. 1274, 1314 (1982).

The decisions of the court below ignore the nearly unanimous case law and the leading treatises on maritime law.

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[6]"In light of the significant distinction between *in rem* and *in personam* claims, it is important to make clear that Section 1605(b) cases are substitute *in rem* cases...Arbitral Awards, 1986 Hearings on H.R. 3106, 3137, 4342, and 4592 Before the Subcomm. on Admin. Law and Governmental Relations of the House Comm. on the Judiciary, 99th Cong. 2d Sess. 157 (1986) (Statement of William R. Dorsey, III, Maritime Law Association).

II. THE VIEWS OF THE UNITED STATES WOULD BE HELPFUL TO THE COURT

It is suggested that the Court request that the Solicitor General submit to this Court the views of the United States in this matter.

CONCLUSION

It is submitted that the petition for a writ of certiorari should be granted.

DATED: April 25, 1996

Respectfully submitted,

Jack G. Carinhas, Jr.
Counsel of Record
302 Kings Hwy., Suite 109
Brownsville, TX 78521

Attorney for Chernomorneftegaz, Applicant for Leave to File Brief *Amicus Curiae*

APPENDIX

AFFIDAVIT

BEFORE ME, the undersigned authority on this day personally appeared NIKOLAY ILNITSKY, who after being duly sworn, declared and stated the following:

1) My name is NIKOLAY ILNITSKY. I am legally competent and qualified to make this affidavit. The factual statements contained in this affidavit are true and based on both my personal knowledge and on the business records of Chernomorneftegaz over which I have custody and control.

2) I am a citizen of the Ukraine where I also reside at Simferopol. I am 53 years old and was born on August 14, 1942. I am currently the Director General of Chernomorneftegaz and have served in that capacity since April 21, 1995. Before serving as Director General I also was the 1st Deputy Director General of Chernomorneftegaz since March 21, 1992.

3) Chernomorneftegaz is and has been an instrumentality of the sovereign state of Ukraine since 1991. Prior to 1991 Ukraine was a republic in the Union of Soviet Socialist Republics. In 1991 Ukraine became an independent sovereign state. State Production Enterprises Chernomorneftegaz is under the direction of Derzkomnaftogazprom which is Governmental Committee on Oil, Gas, and Industry of Ukraine. UTF &PTR is a division of Chernomorneftegaz.

4) The Crane Vessel TITAN 2 is owned by Chernomorneftegaz and sails under the Ukrainian flag.

5) The TITAN 2 is a self-propelled crane vessel that is 124.36 meters long, 54 meters wide and has 19,813 registered ton capacity. The TITAN 2 was built for Chernomorneftegaz in Turku, Finland on January 30, 1985 and registered at the Government of States Registry Book as Number 13 on July 16, 1985. On July 21, 1994 the Crane Vessel TITAN 2 was registered to carry the Ukrainian flag. The Vessel is under the management and operation of UTF &PTR.

6) On July 22, 1994 Chernomorneftegaz entered into a Time Charter Party with Glenmore Heavy Lifting Ltd., a Cyprus corporation, for management and operation of the Crane Vessel TITAN 2.

7) Chernomorneftegaz terminated the charter party effective April 15, 1995 due to violations of the charter and nonpayment of charter hire by Glenmore Heavy Lifting Ltd. The Crane Vessel TITAN 2 is currently under the control of the owner of the vessel Chernomorneftegaz.

8) At no time has Glenmore Heavy Lifting Ltd. owned or had an ownership interest in the Crane Vessel TITAN 2.

9) At no time has Chernomorneftegaz or any of its agencies or divisions owned or had an ownership interest in Glenmore Heavy Lifting Ltd.

10) On April 24, 1995 the TITAN 2 was arrested by the United States Marshal for the Southern District of Texas while undergoing repairs to the crane at Amfels Shipyard. TITAN 2 remains under arrest as of this date.

11) At no time has the Government of the Sovereign State of Ukraine, Derzkomnaftogazprom, Chernomorneftegaz, or

UTF & PTR waived sovereign immunity from lawsuits filed in the United States of America or anywhere else in the world, against them, the Crane Vessel TITAN 2, or any of its property.

FURTHER, AFFIDANT SAITH NOT.

/S/ NIKOLAY ILNITSKY

This twenty second day of May month nineteen ninety five, the city of Simferopol, Crimea, Ukraine, I ISAEVA LARISA GORDEEVNA, Notary Public of the 1-st Simferopol State Notary Office, certify the signature of ILNITSKY NIKOLAY KARLOVICH residing in Simferopol, Kujbysheva 13, apt. 362, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument. In witness whereof I put my signature and seal.

Registered under the number 1K-2115
Exacted 28000-00 coupons of state duty.
Notary Public - Signature
Seal of the Notary Office.

Stitched, enumerated and
Sealed 2 (two) pages
Notary Public - Signature

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION

S.H.R.M. CATERING	§
SERVICES, INC.,	§
Plaintiff	§
VERSUS	§
	§
The TITAN 2, her engines,	§
tackle, apparel, etc., *in rem*	§
Defendant	§

COMPLAINT TO ENFORCE MARITIME LIEN

The Complaint of S.H.R.M. Catering Services, Inc. (hereinafter referred to as "S.H.R.M."), against the TITAN 2, her engines, tackle, apparel, etc., *in rem*, (hereinafter referred to as "Vessel"), respectfully represents:

JURISDICTION

1.

This is an admiralty and maritime claim within the jurisdiction of the United States and this Honorable Court pursuant to 28 U.S.C. §1333 and within the meaning of Rule9(h) of the Federal Rules of Civil Procedure. Plaintiff, alternatively alleges jurisdiction pursuant to the Outer Continental Shelf Lands Act, 43 U.S.C. §1333 and, upon information and belief, Article 23 of the Convention on the High Seas.

2.

At all material times, plaintiff was and still is a corporation organized under the laws of the State of Louisiana with its principal place of business in Lafayette, Louisiana.

3.

The TITAN 2, is a Catamaran Crane Vessel of foreign registry with the principal dimensions of 456 feet in length and breadth of 178 feet and is presently located at Amfel Shipyard, South Port Road, Brownsville, Texas, in this district and within the jurisdiction of the United States and this Honorable Court. Upon information and belief, the TITAN 2 is owned by Chernomorneftegaz, an industrial enterprise purportedly owned by the government of the Ukraine. At all material times, the TITAN 2 has been engaged in commercial activity.

4.

From October, 1994 through December, 1994, S.H.R.M. provided necessaries to the TITAN 2, consisting of catering services, which services were invoiced to the Vessel's Manager, Glenmore Heavy Lifting Ltd. of Cyprus and which invoices have a balance due and owing in the amount of $87,758.90. An accounts receivable balance reflecting the amount due is attached hereto as Exhibit "A".

5.

Despite amicable demand upon the Vessel for payment of amounts owed for necessaries, the Vessel has not paid those amounts and therefore S.H.R.M. has a maritime lien against the TITAN 2, pursuant to 46 U.S.C.A. §31301, *et seq.*, in the amount of $87,758.90.

6.

Upon information and belief, Glenmore Heavy Lifting Ltd. of Cyprus was the Manager of the Vessel and the charter party has been terminated.

7.

Pursuant to 46 U.S.C.A. §31325 and 28 U.S.C.A. 1605(b)(2), notice of these proceedings must be given to the master or the individual in charge of the Vessel and plaintiff requests that this notice be given to the Vessel's owner, Chernomorneftegaz and the Government of the Ukraine

pursuant to 27 U.S.C.A. 1608, and requests the Court to order such notification to be made by certified mail, delivered to their last known address.

WHEREFORE, plaintiff, S.H.R.M. Catering Services, Inc. prays:

1. That according to the course and practice of this Court, process be issued against the TITAN 2, its engines, anchors, tackle, apparel, etc., and all other necessaries thereunto belonging and appertaining, and that all persons claiming any interest in the said Vessel be duly cited to appear and answer the matters aforesaid, including its Owner, and that the Vessel, its engines, anchors, tackle, apparel, etc., and all other necessaries thereunto belonging and appertaining, be condemned and sold to pay the demands and claims aforesaid with interest, with costs and attorney's fees, and to pay any and all other amounts required to be paid to S.H.R.M. Catering Services, Inc., with interest, costs and attorney's fees; and that S.H.R.M. Catering Services, Inc. have such other further relief as the law and justice may entitle it to receive.

2. That the maritime lien on the TITAN 2 in favor of S.H.R.M. Catering Services, Inc. be declared to be a valid and subsisting lien upon the TITAN 2, its engines, anchors, tackle, apparel, etc., and all the necessaries thereunto belonging and appertaining, in favor of S.H.R.M. Catering Services, Inc., prior and superior to the interest, liens or claims of any and all persons, firms or corporations whatsoever, except such persons, firms or corporation as may hold Preferred Maritime Liens on the TITAN 2.

3. That it be declared that any and all persons, firms or corporations claiming any interest in the TITAN 2, are forever barred and foreclosed of and from all rights of equity or redemption or claims of, in or to the TITAN 2, its engines, anchors, tackle, apparel, etc., and all the necessaries thereunto belonging and appertaining.

4. That pursuant to 46 U.S.C.A. §31325, notice of these proceedings must be given to the master or the individual in charge of the Vessel plaintiff requests the Court to order such notification to be made to such persons by certified mail, delivered to their last known address.

5. That pursuant to 28 U.S.C.A. §1608, Chernomorneftegaz and the Government of Ukraine be given notice and that the Court order that the Clerk of Court provide the notice as set forth in 28 U.S.C.A. 1608 (a)(3).

6. The judgment be issued in favor of S.H.R.M. Catering Services, Inc. and against the TITAN 2, *in rem*, in the amount of $87,758.90, plus interest, plus all costs incurred in connection with these proceedings, and reasonable attorney's fees; and

7. For such other and further relief to which it may be entitled in law and equity.

Respectfully submitted,
SANCHEZ,WHITTING&JANIS

/s/

DENNIS SANCHEZ, Fed. #1594
State Bar #17569600
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OF COUNSEL
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4500 One Shell Square
New Orleans, Louisiana 70139
Telephone (504) 581-3234
Attorneys for S.H.R.M. Catering Services, Inc.

PLEASE SERVE WRIT OF ARREST AND SEIZE THE TITAN 2 at:

Amfel Shipyard
South Port Road
Brownsville, Texas 78523

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
BROWNSVILLE DIVISION

S.H.R.M. CATERING	§
SERVICES, INC.,	§
Plaintiff	§
VERSUS	§
	§
The TITAN 2, her engines,	§
tackle, apparel, etc., *in rem*	§
Defendant	§

VERIFICATION

STATE OF LOUISIANA
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, personally came and appeared:

JEAN HUDELOT

being first duly sworn, did depose and say:

That he is the Vice President of Operations for S.H.R.M. Catering Services, Inc. and as such is personally familiar with the facts and allegations contained in the Complaint to Enforce Maritime Lien against the TITAN 2, *in rem*.

That he has read the Complaint and, upon information and belief, all of the allegations contained in that Complaint concerning the services provided to the TITAN 2 and the status

and the balance of the invoices due and owing to S.H.R.M. Catering Services, Inc. for providing said services are true and correct.

S.H.R.M. Catering Services, Inc.

/S/

JEAN HUDELOT
Vice President of Operations

Sworn to and subscribed
before me, this 20th day of
April, 1995.

/S/

NOTARY PUBLIC

/105881

11(a)

Lloyd's World Shipowning Groups

October 1995

Group	Nationality	Ships	Tonnage
China Ocean Shipping Group	CHR	725	12,351,212
China P.R. (Govt.)	CHR	1,993	7,919,776
India (Govt.)	IND	461	3,994,304
Saudi Aramco	SAU	72	3,473,521
Petrobras	BRZ	93	3,286,551
Black Sea Shipping	UKE	275	2,999,852
Novorossiysk Shipping	RUS	138	2,854,944
Sovcomflot	RUS	82	2,193,537
China Merchants	CHR	66	1,979,836
Shanghai Haixing Shipping	CHR	132	1,864,000
Polish Steamship	POL	107	1,856,039
OMI	USA	48	1,765,134
CMB	BLG	41	1,689,620